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Cook County Recorder

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EXHIBIT L

SECOND LIEN REAL ESTATE MORTGAGE

99397091

When Recorded Mail

MIDWEST FUNDING CORPORATION

1020 31ST STREET SUITE 300
DOWNERS GROVE, IL 60515

4250417

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Know ail men by these presents:

That CHRISTINA M. MANUEL, A SINGLE WOMAN NEVER MARRIED
hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages and warrants, to The
Illinois Development Finance Authority, hereinafter called Mortgagee, whether one or more, the following
described real estate and promises situated in the Program Area, as defined in the Origination and Servicing
Agreement by and among the Authority, the Servicer and the various Lenders, towit:

THE WEST 1/2 OF LOT 53 AND ALL OF LOT 54 IN COOPERATIVE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 UF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D.#: 20-36-231-084

WHICH HAS THE ADDRESS OF 2338 EAST 83RD STREET, CHICAGO, ILLINOIS 60617

with all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the same, subject to a prior lien evidenced by a first mortgage from the Morgagor to be executed contemporaneously herewith. Mortgage and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the first Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the first Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the first Mortgage, curing defaults by the Morgagor under the first Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the first Mortgage, are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the first Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor;) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first Mortgage shall receive title to the Property free and clear from such restrictions.

The Note secured by this Mortgage has a nominal maturity of 10 years, but will be forgiven to the extent of twenty percent (20%) of the original principal amount on the fifth anniversary of the Mortgage Loan closing date; an additional twenty percent (20%) of the original principal amount on the sixth anniversary of the Mortgage Loan closing date; twenty percent (20%) of the original principal amount on the seventh anniversary of Mortgage Loan

## UNOFFICIAL COP397091

closing date; and twenty percent (20%) of the original principal amount on the eighth (8th) anniversary of the Mortgage Loan closing date. This Mortgage will be fully forgiven on the tenth (10th) anniversary of the Mortgage Loan closing date. Unless the obligations under the Note are assumed by a transferee of the residence qualified in the opinion of the Servicer of the Mortgage Loan to assume such obligations, the Note and Mortgage securing the property will be accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage note within ten years of the Mortgage Loan closing date.

In the event the Mortgagor defaults in the payment of said indebtedness, or fails to perform the other covenants and agreements hereof, the Mortgagee may foreclose this Mortgage, as provided by law; and as often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay to the Mortgagee a sum equal to ten percent (10%) of the amount due as attorney's fees, in addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said indebtedness and the performance of other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void.

The Morigagor, in event of a foreclosure hereunder, hereby waives appraisement of said premises, or not, at the option of tr. Nortgagee. Mortgagee will give the senior lien holder written notice of default and prior written notice of acceleration and er this Mortgage.

Mortgagee's rights to collect and apply any insurance proceeds hereunder shall be subject and subordinate to the rights of the senior lien hold r to collect and apply such proceeds in accordance with the first Mortgage.

Please be advised that the forgiveness of all or a portion of the Down Payment Assistance to the Mortgagor may constitute taxable income to the Mortgagor which should be included as such on the Mortgagor's income tax returns. Mortgagors should consult their tax advisor as to the tax treatment of such forgiveness.

Signed and Delivered this16TH day of	<u>APR'L</u> , 199 <u>9</u> .
•	Chrotno M. Manuel
K.	CMRISTINA M. MANUEL
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	C
STATE OF ILLINOIS )	
( ) SS	<b>T</b> ' <sub>2</sub>
COUNTY OF COOK ) ss	· 0
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A Refere me the understaned a Notary E	Public, in and for said County and State, or this day of
Defore life, the undersigned, a rodary r	known to be the identical person who ensected the within and
forgoing instrument and asknowledged to me	that She executed the same as free and
toregoing instrument and acknowledged to the	housing out fourth
voluntary act and deed for the uses and purposes the	ierem sei form.
	1
Given under my hand and seal the day an	d year last above written.
Minimum.	500 400 06
§ OFFICIAL SEAL	1) Margaret & Xungld
MARGARET L FRIEFELD	/ Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS	Unotally Fabric
MY COMMISSION EXPIRES: 10/09/02	

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## EXHIBIT E1

ILLINOIS DEVELOPMENT FINANCE AUTHORITY
TAXABLE SINGLE FAMILY MORTGAGE REVENUE BONDS
(FRESH RATE<sup>TM</sup> MORTGAGE REVENUE BOND PROGRAM), SERIES 1998B

## NOTICE TO FHA BUYERS

Your home purchase is being financed with a mortgage made available under a program (the "Program") sponsored by the Illinois Development Finance Authority (the "Issuer"). Because of this, your mortgage provides that you cannot sell your home to a person ineligible for assistance under the Program, unless you pay your loan in full. If you sell your home to a party ineligible for assistance under the Program, the servicer under the Program (the "Servicer") or another party may demand immediate full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. In addition, if you do not initially occupy the property as your principal residence or committed fraud or intentionally misrepresented yourself when you applied for the loan, the Lender may foreclose your mortgage and repossess the property. If the Lender takes your home through a foreclosure of the mortgage because of these reasons, HUD will not be able to help you.

If the money received from the foreclosure sale is not enough to pay the remaining amount of money you owe on the loan, a deficiency judgment may be obtained against you (a court ruling that you must pay whatever money is still owed or the loan after the foreclosure sale). Such judgment will be taken over by HUD if an insurance claim is filed against HUD because of the foreclosure. HUD may then bring an action against you to collect the judgment.

I/We: hereby acknowledge that I/we have received the above, have read it and fully understand its contents.

Dated: _	APRIL 16	, 199 <u>9</u>	C
			Chisting-M. Marrael
			CHRISTINA M. MANUEL Name of Mortgagor
			Name of Mortgag or